

HARWORTH SUPPLY OF GOODS AND SERVICES AGREEMENT (JUNE 2018)

Order Form for Supply of Goods and Services

The terms in, referred to in and appended to this Order Form set out the only terms on which the Company is prepared to purchase certain goods and services as described in the order placed by Company with the Supplier.

Date	◆	Commencement Date	<i>This is used for the purposes of clause 2.1 and may differ from the date of signature if there is a postponement to the start of work under this Agreement.</i>
Company		<i>[Insert name of Harworth's entity and registered number] ("Company")</i>	
Company's Registered Address		<i>[Insert registered address of Harworth's entity]</i>	
Invoice Address		<i>[Insert details of Harworth's entity]</i>	
Company Contract Manager		<i>[Insert details of Harworth's contact including phone number and email address]</i>	
Supplier		<i>[Insert name of Supplier and registered number] ("Supplier")</i>	
Supplier's Registered Address		<i>[Insert registered office address of Supplier]</i>	
Supplier Correspondence Address (if different)		<i>[insert details of correspondence address if different]</i>	
Supplier Contract Manager		<i>[Insert details of Supplier's contract manager including phone number and email address]</i>	
1. CONTRACT PARTICULARS			
1.1	Term	<i>Until delivery of Goods and Services in accordance with the Agreement</i>	
1.2	Renewal Notice Period	<i>[Insert the notice period which Harworth is required to give in order to extend the agreement in accordance with clause 2.3]</i>	
1.3	Term	<i>[Insert "Prices fixed for the Term of the Agreement"]</i>	
1.4	Termination Period	<i>[insert the notice period for voluntary termination]</i>	
1.5	Guarantee Required	<i>[if a guarantee is required insert "Yes" and then a guarantee should be agreed and referenced in this box. If no, insert "Not applicable"]</i>	
1.6	Insurance Requirements	<i>[Insert any specific requirements including any minimum limits. For services you should also consider professional indemnity insurance]</i>	
2. GOODS			
2.1	Description of Goods	<i>[Insert details and attach a specification if appropriate]</i>	
Where Goods include Software			
2.2	Description of Software:	<i>[insert description of software]</i>	
For the avoidance of doubt "Software" shall be considered to be "Goods" for the purposes of this Agreement.			
3. Services			
3.1	Description of Services	<i>[Insert details or attach as required or refer to Supplier offering or similar]</i>	
3.2	Service Levels	<i>[Insert details of service levels]</i>	
3.3	Service Credits	<i>[Insert mechanism and credits attributable to service lines]</i>	
3.4	Rectification Period	<i>[Insert period by which failures should be resolved]</i>	
4. DELIVERY INSTRUCTIONS FOR GOODS			
4.1	Delivery Address:		
4.2	Delivery Date:		
4.3	Delivery Time:		
4.4	Other delivery instructions:		
4.5	Applicable Incoterm:		

5. SERVICE PROVISION INSTRUCTIONS	
5.1	Location at which Services are to be performed:
5.2	Dates on which Services are to be performed:
5.3	Times at which Services are to be performed:
5.4	Other Service provision instructions
6. CHARGES AND PAYMENT	
6.1	Charges payable by Company <i>[insert charges or cross reference to the appropriate schedule/charging document]</i> ("Charges")
6.2	Invoicing and Payment <i>[insert any invoicing/payment terms]</i>
7. REVIEW MEETINGS AND OTHER GOVERNANCE	
7.1	Roles and responsibilities of governance forums <i>[Insert details of roles and responsibilities relating to each meeting of individuals. This may be one forum which covers everything or a number of forums each with its own responsibilities.]</i>
7.2	Frequency of review meetings <i>[insert any relevant governance arrangements as you may require order specific arrangements relevant to each individual order]</i>
7.3	Identity of individuals to attend review meetings on behalf of each Party <i>[Include details of who should attend each meeting]</i>
8. Data	
8.1	Processing by the Supplier
i.	Scope <i>[insert scope of processing]</i>
ii.	Nature <i>[insert nature of the processing]</i>
iii.	Purpose <i>[insert purpose for which processing is done]</i>
iv.	Duration <i>[insert duration]</i>
8.2	Types of Personal Data <i>[insert types of personal data to be processed]</i>
8.3	Categories of data subject <i>[insert categories of data subject]</i>
9. SPECIAL TERMS	
<i>[Insert or reference and then append any special terms. These may include special terms within the Schedule of this precedent document]</i> Subject to clause 17, the Company may at any time prior to Delivery amend or cancel this Order by written notice to the Supplier without incurring any liability to the Supplier.	

THE PARTIES HEREBY ACKNOWLEDGE AND AGREE that they have read the Terms and Conditions appended to this Order Form and the provisions of this Order Form and that they form the basis of this Agreement and by signing below they each agree to be bound by the terms of this Agreement.

Signed for and on behalf of *[insert name of Harworth entity]* by:)

Name (block capitals).....
Director/authorised signatory
Director/authorised signatory

Signed for and on behalf of *[insert name of Supplier]* by:)

Name (block capitals).....
Director/authorised signatory
Director/authorised signatory

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1.1 In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires:

"Acquired Rights Directive" means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended from time to time;

"Agreement" means these Terms and Conditions together with the Order Form;

"Anti-Facilitation of Tax Evasion Policy" means Harworth's Anti-Facilitation of Tax Evasion Policy which is available at www.harworthgroup.com/investors

"Anti-Slavery Laws" means any and all statutes, statutory instruments, bye-laws, orders, directives, treaties, decrees and laws (including any common law, judgment, demand, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including (without limitation) the Modern Slavery Act; **"Anti-Slavery Policy"** means Harworth's Anti-Slavery Policy which is available at

www.harworthgroup.com/investors;

"Business Day" means Monday to Friday excluding public holidays in England;

"Business Hours" shall have the meaning at clause 27.2;

"Charges" means the charge for the Goods and Services as set out or referred to in section 6 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;

"Code of Conduct" means Harworth's Supplier Code of Conduct which is available at

www.harworthgroup.com/investors;

"Commencement Date" means the date identified as such in the Order Form;

"Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation (*(EU) 2016/679*) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

"Delivery Instructions" are the instructions provided in section 4 of an Order Form or where an Order Form is not used, as otherwise agreed in writing;

"Force Majeure" means acts of God, terrorist attack, war (whether declared or undeclared), governmental order or an order of the local authority (but for the avoidance of doubt excluding the acts, omissions or defaults of the Supplier or sub-contractors);

"Group Company" means the Company, any holding company and any subsidiary undertaking or associated company of the Company or its holding company;

"Good Industry Practice" means the exercise of the highest degree of skill, care, prudence, efficiency, foresight and timeliness which would reasonably be expected from a person highly skilled and experienced in providing goods and services and carrying out obligations similar to those set out in this Agreement;

"Goods" are the goods described in section 2 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;

"Initial Term" means the term set out in section 1.1 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;

"Insolvency Event" means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:

(a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;

(b) the appointment of an administrator of or, the making of an administration order in relation to, the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;

(c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or the entity taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors; or

(d) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986,

"Insurance Policies" shall have the meaning set out in clause 18.1(a);

"Insurance Requirements" means those requirements set out in section 1.6 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Modern Slavery Act" means the Modern Slavery Act 2015;

"Modern Slavery Practice" means any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No. 29) and Protocol) (c) human trafficking or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited;

"Order" means an order for Goods and Services made by the Company and to be fulfilled by the Supplier in accordance with this Agreement;

"Order Form" means the order form appended to these Terms and Conditions;

"Rectification Period" means the period set out in section 3 of the Order Form or, where an Order Form is not used, such period as is agreed in writing between the parties;

"Regulations" means the Acquired Rights Directive, any other law of any jurisdiction which implements the Acquired Rights Directive and any other law of any jurisdiction which has the same or similar effect as the Acquired Rights Directive or otherwise relating to the safeguarding of employees' rights in the event of transfer of undertakings and/or businesses or parts of undertakings and/or businesses or the automatic transfer of employment or employment-related liabilities and any collective bargaining agreement in any jurisdiction regulating the mandatory transfer of employees;

"Relevant Requirements" has the meaning given to it in clause 23.1;

"Renewal Notice Period" means the period set out in section 1.2 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;

"Service Credits" means the service credits set out in section 3 of the Order Form or, where an Order Form is not used, such service credits as are agreed in writing between the parties;

"Service Levels" means the service levels set out in section 3 of the Order Form or where an Order Form is not used, such service levels as are agreed in writing between the parties;

"Service Provision Instructions" are the instructions provided in section 3 of an Order Form or, where an Order Form is not used, such instructions as are agreed in writing between the parties;

"Services" are the services described in section 3 of the Order Form or, where an Order Form is not used, such services as are agreed in writing between the parties;

"Specification" means in respect of Goods, the description of the Goods set out or referred to in section 2.1 and in respect of Services the description of the Services set out or referred to in section 3 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;

"Special Terms" means those terms set out or referred to in section 9 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;;

"Supplier's Persons" means the officers, employees, agents and/or any other duly authorised third party acting for or on behalf of the Supplier and any sub-contractor of the Supplier, as the case may be

"Term" means the period set out in section 1.3 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties;;

"Termination Date" means the date of termination of this Agreement for whatever reason;

"Termination Period" means the period set out in section 1.4 of the Order Form or where an Order Form is not used, as otherwise agreed in writing between the parties; and

"Terms and Conditions" means the clauses set out herein.

1.2 In this Agreement (unless the context otherwise requires):

(a) The words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the related general words;

(b) words importing the singular shall include the plural and vice versa;

(c) clause headings in this Agreement are for reference purposes only and do not form part of and shall not affect the construction of this Agreement;

(d) reference to the Company or the Supplier includes reference to that party's officers, employees, agents and/or any other duly authorised third party acting for or on behalf of such party, as the case may be;

(e) any obligation on either party to refrain from doing something includes an obligation to prevent a third party from doing that thing;

(f) any reference to any legislative provisions shall be deemed to include any subsequent extension, re-enactment or amending or consolidating provision, whether before or after the date of this Agreement and in the case of a statute, any subordinate legislation made under it, whether before or after the date of this Agreement;

(g) words importing any gender shall include either or both the other genders;

(h) all warranties given under this Agreement shall be deemed to be given on the date the Agreement is entered into and shall be repeated each time an Order is placed under the Agreement;

(i) references to a numbered clause or schedule are references to the clause of or schedule to this Agreement so numbered.

(j) in the event of any inconsistency or conflict between the clauses of this Agreement, the Special Terms, the rest of the Order Form or any document attached, referred to, completed or to be completed in accordance with this Agreement, then the inconsistency or conflict shall be resolved in the following order of precedence:

- (i) the Special Terms (or the documents referenced in the Special Terms);
- (ii) the Order Form (other than the Special Terms);
- (iii) the clauses of this Agreement; and
- (iv) any document (other than those referenced in the Special Terms) attached, referred to, completed or to be completed in accordance with this Agreement.

2. TERM OF APPOINTMENT

2.1 This Agreement shall come into force on the Commencement Date and shall continue in force and apply to all Orders for the duration of the Term or until earlier termination of this Agreement in accordance with clauses 3.6, 14 or 28.4 or any Special Terms or otherwise in accordance with law.

2.2 The Company engages the Supplier on a non-exclusive basis and the Supplier shall supply Goods and Services to the Company under and in accordance with this Agreement for the Term.

2.3 The Supplier hereby grants to the Company a unilateral option to extend the Term of this Agreement by a period to be agreed between the parties by providing the Supplier with written notice of its intention to do so prior to the expiry of the Term provided that such notice period shall not be shorter than the Renewal Notice Period.

3. SUPPLIER OBLIGATIONS

3.1 The Supplier shall:

(a) provide the Goods and Services with all due care, skill and diligence and in accordance with Good Industry Practice;

(b) provide the Services so as to meet or exceed the Service Levels;

(c) ensure that all and any personnel involved in delivery of the Goods and performance of the Services carry out their roles in an orderly manner (having regard to the nature of the duties being performed by them), that such personnel are at all times polite, presentable, of good personal hygiene and respectful to the Company, its employees and other suppliers and

customers and to members of the public and that they carry out their duties in such a way as to cause no unreasonable or unnecessary disruption to the business of the Company; and

(d) prepare such reports and provide such information in relation to the Services as the Company may reasonably require.

3.2 The Services shall be provided in accordance with any Service Provision Instructions. If no times are stated in the Service Provision Instructions then the Service Provision Instructions shall be deemed to be that the Services are provided between 9am and 5pm commencing on the fifth Business Day following the date of the relevant Order until the Services have been completed to the satisfaction of the Company.

3.3 The Goods shall be delivered in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions then the Delivery Instructions shall be deemed to be that the Goods are delivered between 9am and 5pm on the fifth Business Day following the date of the relevant Order.

3.4 The parties agree that time of delivery of the Goods and Services is of the essence.

3.5 The Supplier shall not deliver Orders by instalments without the Company's prior written consent. Where Orders are to be delivered by instalments, they shall be invoiced and paid for separately, unless otherwise notified in writing between the parties. References in this Agreement to Orders shall, where applicable, be read as references to each instalment of such Order.

3.6 Without prejudice to any other rights or remedies the Company may have, if Goods and/or Services are not delivered in accordance with the appropriate Delivery Instructions and/or Service Provision Instructions (as appropriate) then the Company may:

(a) refuse to accept any subsequent attempted delivery of the Order;

(b) terminate such Order with immediate effect; and/or

(c) obtain substitute products and/or services from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the Company in obtaining such substitute products and/or services which may, without limit, include increased costs of such products and/or services,

provided that the Supplier shall have no liability for any failure or delay in delivering an Order to the extent that such failure or delay is caused by the Company's failure to comply with its obligations under the Agreement provided that the Supplier can evidence to the Company's reasonable satisfaction that the Supplier would otherwise have avoided such failure or delay but for such Company's failure to comply.

3.7 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note showing the purchase order number, the date of the Order, the type and quantity of Goods included in the Order, and, in the case of an Order being delivered by instalments in accordance with clause 3.5, the outstanding balance of Goods remaining to be delivered.

3.8 The parties agree that a receiving signature of a delivery or receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of Goods delivered.

3.9 The parties agree that if in respect of an Order, the Supplier delivers more or less than the quantity of

Goods ordered, the Company shall be entitled to reject the Order in whole or in part.

3.10 If the Supplier requires the Company to return any packaging materials, that fact must be clearly stated on the delivery note accompanying the relevant delivery, and any such returns shall be at the Supplier's expense.

3.11 The Supplier shall respond promptly to any requests made by the Company in connection with the provisions of this Agreement.

3.12 The Supplier warrants and represents to the Company that its obligations under this Agreement shall be performed by appropriately qualified, trained and experienced personnel in accordance with Good Industry Practice.

3.13 The Supplier warrants and represents that there are no actual or potential undertakings, business activities or interests of the Supplier which could give rise to a direct or indirect conflict of interest with the interests of the Company or Group Company.

3.14 The Supplier shall have no authority and shall not hold itself out as having authority to bind the Company or incur expenditure on behalf of the Company unless they are specifically authorised to do so by the Company in writing.

4. QUALITY OF GOODS

4.1 The Supplier warrants, represents and undertakes that the Goods shall:

(a) conform to the Specification and any drawings, samples or descriptions provided by the Supplier;

(b) conform to all relevant British, European and international standards;

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier and/or made known to the Supplier by the Company;

(d) be capable of being and used by the Company in a manner which would be reasonably anticipated;

(e) be free from defects in design, material and workmanship;

(f) are formulated, designed, constructed, finished and packaged as to be safe and without risk to health; and

(g) comply with all applicable statutory and regulatory requirements.

4.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in a condition which ensures that the Goods comply with clause 4.1.

5. RISK IN AND TITLE TO GOODS

5.1 Risk in the Goods shall pass to the Company upon delivery in accordance with the Delivery Instructions without prejudice to any rights of rejection which may accrue to the Company under this Agreement or otherwise.

5.2 The Parties acknowledge and agree that title to the Goods shall pass to the Company upon the earlier of delivery or payment.

6. ACCEPTANCE AND DEFECTIVE PRODUCTS

6.1 The Company shall not be deemed to have accepted any Goods until the Company has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

6.2 If any Goods delivered to the Company do not comply with clause 4.1, or are otherwise not in conformity with this Agreement, then, without prejudice to any other right or remedy that the Company may

have (including pursuant to clause 6.4 and those available at law), then the Company may reject those Goods and:

- (a) require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense promptly upon being requested to do so;
- (b) require the Supplier to repay the Charges of the rejected Goods in full (whether or not the Company have previously required the Supplier to repair or replace the rejected Goods); and/or
- (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that are not in conformity with the Agreement.

6.3 The terms of the Agreement shall apply to any repaired or replacement Goods supplied by the Supplier.

6.4 If the Supplier fails to promptly repair or replace rejected Goods in accordance with clause 6.2(a), the Company may, without affecting its rights under clause 6.2(c), obtain substitute goods from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse the Company for the costs incurred in doing so.

7. FAILURE TO SATISFY SERVICE LEVELS

7.1 In the event that the Supplier fails to provide the Services so as to meet or exceed the Service Levels, then, without prejudice to any other rights or remedies that the Company may have pursuant to this Agreement, law or otherwise, the Company may apply Service Credits (or such other mechanism as agreed in writing between the parties).

7.2 Where Service Credits are payable in accordance with clause 7.1, the value of such Service Credits shall be deducted from the value of the next invoice issued by the Supplier. Where there is no next invoice to be issued by the Supplier, the Company shall issue an invoice to the Supplier to the value of the Service Credits and the Supplier shall pay such invoice within 30 days of the date of such invoice.

8. REMOVAL OF PERSONNEL

8.1 If the Company considers the performance of any Supplier personnel to be unsatisfactory with regard to the standards of performance specified by it, or below the level of skill and care required under this Agreement:

- (a) the Company may provide the Supplier with written notice to remove such individual; and
- (b) upon receipt of written notice in clause 8.1(a), the Supplier will promptly at its own cost remove such individual from performance of the Services and, at the request of the Company, provide a suitable alternative as soon as is reasonably practical.

9. PRICING, INVOICING & PAYMENT

9.1 The parties agree that the Charges are exclusive of VAT but inclusive of all other costs (including packaging, insurance and carriage of the Goods and any duties, imposts or levies and travel and accommodation associated with the delivery of the Services).

9.2 The Supplier shall ensure that each invoice includes the purchase order number as notified to the Supplier by the Company. The Supplier acknowledges and agrees that the Company will not process invoices which do not include such purchase order number.

9.3 The Supplier shall provide the Company with an invoice (which, where the Company elects with its discretion, may be in electronic form), including (but as a separate line item) if appropriate value added tax, within seven days after the end of each calendar month. Provided the Company is satisfied with the invoice, it

shall pay the Supplier the amount due by credit transfer within 30 days of receipt of the invoice.

9.4 The Supplier shall provide all such evidence as the Company may reasonably request in order to verify:

- (a) invoices submitted by the Supplier; and
- (b) where relevant, cost reductions achieved by the Supplier (including the dates on which cost reductions were achieved).

In addition, the Supplier shall, on request, allow the Company to inspect and take copies of (or extracts from) all relevant records and materials of the Supplier relating to the supply of Goods and Services as may be reasonably required in order to verify such matters.

9.5 Without prejudice to any other rights of the Company, the Company reserves the right to withhold payment of the relevant part of the Charges or to pay a reduced amount, without payment of interest, where the Supplier has failed to provide the Goods and/or Services in accordance with this Agreement, or has provided the Goods and/or Services to a level which, in the reasonable opinion of the Company, is unsatisfactory and any invoice relating to these Goods will not be paid until the Goods and/or Services have been delivered and/or performed (as the case may be) to the Company's satisfaction.

9.6 Other than in relation to bona fide disputes referred to in clause 9.5, if any sum payable under the Agreement is not paid on or before the due date for payment, the Supplier will be entitled to charge the Company interest on such sum of one per cent (1%) above the base rate of the Bank of England from the due date until the date of payment (whether before or after judgment).

9.7 Where relevant the Supplier shall be registered for value added tax purposes. The Supplier shall, on request, provide the Company with any information that it reasonably requests in respect of the Suppliers tax position, including (but not limited to) a UTR assessment number and a VAT registered number.

10. EXPENSES

10.1 The Supplier shall bear all expenses incurred by it in providing the Goods and/or Services and the Company shall not be obliged to reimburse it for any such expenses unless otherwise agreed in writing.

11. PRODUCT RECALLS AND WITHDRAWALS

11.1 The Supplier shall notify the Company immediately if the Supplier:

- (a) becomes aware that there is or may be a defect in the Goods; and/or
- (b) receives any complaints relating to the Goods from its customers.

11.2 If the Company receives a notice from the Supplier in accordance with clause 11.1, the parties will discuss what action should be taken in respect of the defective Goods.

11.3 The Supplier shall provide the Company with such co-operation and assistance as the Company may reasonably require pursuant to this clause 11 and as reasonably specified by the Company in any customer complaint procedure notified to the Supplier by the Company from time to time.

11.4 If the Company conducts a recall of products as a result of any defect(s) in the Goods, either voluntarily or by order of any authority, the Supplier shall:

- (a) work with the Company and any applicable authority in monitoring the recall operation and in preparing such reports as may be required; and
- (b) immediately notify and provide copies to the Company of any communications (whether relating to

recalls or otherwise relating to the Goods) with any authority.

11.5 Where any recall of Goods is as a result of an act or omission of the Supplier, its employees, agents or sub-contractors (including a breach by the Supplier (including its employees, agents or sub-contractors) of its obligations under this Agreement or its negligence) the Supplier shall:

(a) at its own cost, rework or destroy all Goods subject to such recall, and any affected stocks of Goods held by the Company which were in breach of the Agreement;

(b) reimburse the Company for all losses, claims (including from its customers and other third parties), demands, actions, proceedings, damages and other payments, costs, expenses or other liabilities of any kind whatsoever, including any legal costs or other professional advisors' fees incurred or suffered by the Company as a result of or in connection with such recall.

11.6 Where there is a fault with any products and or services which the Company sells and/or provides as a result of an act of omission of the Supplier (including its employees, agents and sub-contractors), resulting in the Company's customers claiming any remedy against the Company including refusing to take delivery of products, whether in whole or in part, the Supplier shall reimburse the Company for all losses incurred, including but not limited to, price of the product, lost profits, storage and manufacture costs.

12. GOVERNANCE

12.1 The parties shall ensure that individuals are available for the governance forums and attend at the frequency set out in section 7 of the Order Form or where an Order Form is not used, as otherwise agreed in writing.

13. WARRANTIES

13.1 The Supplier warrants and represents to the Customer that the Supplier:

- (a) has the full right, capacity, power and authority to enter into this Agreement and perform its obligations hereunder;
- (b) has obtained all necessary approvals, consents, licences and authorisations and all other formalities required in connection with its performance of this Agreement;
- (c) shall promote the interests of the Company when providing the Services; and
- (d) shall perform its obligations under this Agreement in good faith and not do or permit to be done anything that could in the opinion of the Company bring the Company into disrepute or damage the reputation of the Company.

13.2 The Supplier shall notify the Company in the event that any of the warranties made under this Agreement become, at any time, no longer true or accurate.

14. TERMINATION

14.1 The Company may at any time, and without prejudice to any rights or claims it may have against the Supplier, terminate this Agreement with immediate effect and without notice and without any liability to pay any compensation or damages, if at any time:

- (a) the Supplier or any persons employed or engaged by the Supplier in the provision of the Goods and/or Services shall be guilty, in the reasonable opinion of the Company, of gross misconduct or commit a material or repeated breach of any of the terms of this Agreement;

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(b) the Supplier or any persons employed or engaged by the Supplier in the provision of the Goods and/or Services shall commit any act of fraud or dishonesty or acts in a manner which in the opinion of the Company brings or is likely to bring the Company or any Group Company into disrepute or materially affects the interests of the Company or any Group Company (whether or not connected with the provision of the Goods and/or Services);

(c) the Supplier shall be in a position of actual or potential conflict of interest as a result of the Suppliers other activities, undertakings or interests;

(d) the Supplier becomes subject to an Insolvency Event;

(e) the Supplier fails to provide the Goods and/or Services to the agreed standards (including any Service Levels but only following notification by the Company to rectify such failure within the Rectification Period) set out in this Agreement; or

(f) where the Company has the right to or has actually terminated any other contract with the Supplier for reasons similar to or the same as those set out in clauses 14.1(a) to 14.1(e) above.

14.2 Any delay by the Company in exercising the right to terminate shall not constitute a waiver of that right or any future rights.

14.3 The Company may terminate this Agreement by giving notice in writing to the Supplier of not less than the Termination Period.

14.4 Where any of the circumstances referred to in this Clause 14 occur such that the Company may terminate this Agreement, the Company may instead terminate any part or element of the Agreement. Any such partial termination will lead to an appropriate pro-rata reduction in the Charges.

15. OBLIGATIONS UPON TERMINATION

15.1 By the Termination Date, the Supplier shall ensure that:

(a) all Goods shall remain vested absolutely in the Company;

(b) all rights in respect of work done and services rendered and the products thereof prior to the Termination Date shall remain vested absolutely in the Company;

(c) it provides such assistance to the Company as the Company may require so as to enable an efficient transition of service delivery to a replacement provider; and

(d) it immediately delivers up to the Company all records, documents, accounts, letters and papers of every description (whether originals or copies and whether on paper, computer memory or otherwise) within their possession or control relating to the business or the affairs of the Company or any Group Company and any other property belonging to any Group Company.

16. INDEMNITY

16.1 The Supplier shall indemnify and keep indemnified the Company, its officers and employees on demand against:

(a) all losses, damages, liabilities, penalties, fines and expenses (including, without limitation, legal expenses) incurred or suffered by the Company and any replacement supplier arising out of or in connection with the employment and/or the termination of employment of any employee who transfers from the Supplier (or its sub-contractors) to the Company or a replacement supplier by virtue of the Regulations and any other act or omission of the Supplier, or any other

event or occurrence, in respect of such employees for which the Company or the replacement supplier (as the context requires) becomes liable (in either case whether before, on or after the Commencement Date);

(b) any liability, assessment or claim for taxation or for statutory deductions where such liability, assessment or claim arises or is made in connection with the supply of Goods and/or Services by the Supplier or any other persons engaged or employed in the provision of the Goods in respect of any person who transfers to the Company by virtue of the Regulations. To the extent that any Group Company incurs any such liability to tax and/or social security contributions in respect of any payment under this indemnity, the Supplier shall pay such additional amounts to the Group Company as are required so that the net amount received and retained by the Group Company (after tax and/or social security contributions) is equal to the full amount which would have been received and retained had no such liability to tax and/or social security contributions been incurred (provided that the Company may not recover secondary class 1 and class 1A national insurance contributions to the extent that recovery of the same is prohibited by law);

(c) all reasonable costs and expenses and any penalty, fine, surcharge or interest accrued or payable by the Company in connection with or in consequence of any liability, assessment or claim under clauses 16.1(a) and 16.1(b);

(d) any loss or damage to property or premises of the Company arising from or in relation to provision of the Services; and

(e) any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the delivery of Goods and/or provision of the Services or as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Supplier.

16.2 The Company may at its option satisfy any such indemnity (in whole or in part) by way of set-off or deduction from payments to be made by the Company under this Agreement or any other agreement between the Supplier and the Company.

17. LIABILITY

17.1 Nothing in this Agreement shall exclude or limit the liability of either party for

(a) death or personal injury caused by such party's negligence;

(b) fraudulent misrepresentation or fraud; or

(c) any other liability which cannot be limited or excluded by law.

17.2 The Company shall not be liable to the Supplier in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof for any: (i) economic loss of any kind whatsoever; (ii) loss of profit; (iii) loss of business contracts, revenues or anticipated savings; (iv) damage to the Supplier's reputation or goodwill; (v) loss resulting from any claim made by any third party; or (vi) special, indirect or consequential loss or damage of any nature whatsoever.

17.3 Without prejudice to clauses 17.1 and 17.2, the Company's liability in contract, tort, (including negligence or breach of statutory duty), misrepresentation or otherwise arising by reason of or

in connection with the Contract shall be limited to the Charges paid in respect of the Order to which any claim relates.

18. INSURANCE

18.1 The Supplier shall be liable for all loss, liability or costs (including reasonable legal fees) incurred by the Company as a result of any advice or assistance rendered to the Company by the Supplier in connection with the provision of the Goods and/or Services and shall:

(a) maintain in force during the supply of Goods and Services adequate employer's liability insurance cover and public liability insurance cover (the "Insurance Policies") in respect of the activities of the Supplier;

(b) ensure that the Insurance Policies are effected with a reputable insurer and acceptable to the Company and that the level of cover and other terms meet or exceed the Insurance Requirements or are otherwise accepted in writing by the Company;

(c) provide (on request) evidence which is reasonably satisfactory to the Company that each of the Insurance Policies is in full force and effect (including a copy of all policy documentation) and written confirmation that all relevant premiums have been paid. If, at any time, the Supplier fails to produce satisfactory evidence of insurance cover, the Company may, on the Suppliers behalf, effect and maintain such insurances (on terms it deems appropriate) and pay any premiums necessary for that purpose. In that event, the Company may deduct the amount of any such premiums paid from any sums which may be due or may become due to the Supplier under this Agreement or may, at its option, recover the premiums as a debt due to the Company from the Supplier;

(d) comply with all terms and conditions of the Insurance Policies at all times and shall not do anything which would or might invalidate or prejudice any of the Insurance Policies or any part thereof or any claim arising under the Insurance Policies. If cover under the Insurance Policies lapses, is not renewed or is changed in any material way or if the Supplier is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify the Company without delay;

(e) use all insurance monies to indemnify the Company or make good the loss, damage or destruction for which the money has been received and shall make good any deficiency from the Suppliers own resources; and

(f) ensure that all Insurance Policies maintained pursuant to this agreement include a clause waiving any rights of subrogation to which any insurer may be entitled against the Company, which clause shall be enforceable by the Company against any such insurer.

19. DATA PROTECTION

19.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19.1 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

19.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Company is the data controller and the Supplier is the data processor (where **Data Controller** and **Data Processor** have the meanings as defined in the Data Protection Legislation). Part 8 of the Order Form sets out the scope, nature and purpose of processing by the Supplier, the duration of

the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of data subject (where **Data Subject** has the meaning as defined in the Data Protection Legislation).

19.3 Without prejudice to the generality of clause 19.1, the Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement.

19.4 Without prejudice to the generality of clause 19.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that Personal Data only on the written instructions of the Company unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (**Applicable Laws**). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Company of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Company;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Company, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Company has been obtained and the following conditions are fulfilled:

- (i) the Company or the Supplier has provided appropriate safeguards in relation to the transfer;
- (ii) the data subject has enforceable rights and effective legal remedies;
- (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (iv) the Supplier complies with reasonable instructions notified to it in advance by the Company with respect to the processing of the Personal Data;
- (v) assist the Company, at the Company's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with

respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (vi) notify the Company without undue delay on becoming aware of a Personal Data breach;
- (vii) at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- (viii) maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and allow for audits by the Customer or the Customer's designated auditor.

19.5 The Customer does not consent to the Supplier appointing any third party processor of Personal Data under this agreement.

19.6 The Company may, at any time on not less than 30 days' notice, revise this clause 19 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

20. INTELLECTUAL PROPERTY

20.1 This Agreement shall not operate to assign to the Supplier any right, title or interest in any of the Company's Intellectual Property Rights.

20.2 This Agreement shall not operate to assign to the Company any right, title or interest in any of the Supplier's Intellectual Property Rights in existence prior to the Commencement Date.

20.3 All Intellectual Property Rights and any invention or discovery arising as a result of the Suppliers provision of Goods and/or Services developed specifically for this Agreement shall belong exclusively to the Company, which may take such steps to secure the protection of its rights as it considers appropriate. The Supplier shall at the request and expense of the Company (whether during the Term or after) carry out any acts required by the Company in order to assign the rights referred to in this clause 20.3 to, and secure them for, the Company. This obligation will survive the termination of this Agreement.

20.4 The Supplier hereby assigns to the Company, with full title guarantee, title to and all rights and interest in the Intellectual Property Rights described in clause 20.3 or shall procure that the first owner of such rights assigns them to the Company on the same basis. Such assignment shall either take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of such rights, as appropriate. The Supplier shall waive or procure a waiver of any moral rights in such rights assigned to the Company under this Agreement.

20.5 The Supplier hereby grants to the Company a world-wide, non-exclusive, royalty-free licence to use the Supplier's Intellectual Property Rights as the Company may require so as to benefit from the Services.

21. HEALTH AND SAFETY AND COMPANY POLICIES

21.1 The Supplier will comply with all health and safety legislation in force.

21.2 The Supplier will comply with all health and safety policies of the Company made available to the Supplier (including those available at any location at which Services are provided).

21.3 In providing the Services, the Supplier shall:

- (a) ensure that property and premises of the Company are not damaged;
- (b) any property of the Supplier which is left on Company premises is secure and insured at the Supplier's own cost;
- (c) ensure that property and premises of the Company are kept tidy.

22. CONFIDENTIALITY

22.1 The Supplier shall not, (whether before or after the Termination Date) except in the proper course of their duties or as required by law or authorised by the Company, use or communicate to any third party any trade or business secrets or any confidential information of or relating to the Company or any Group Company which they create, develop or receive.

22.2 The restriction in clause 22.1 shall continue to apply after the termination of the Agreement for any reason without limit in time and shall include information in the public domain for so long as the Supplier is in a position to use that information more readily than others who have not had similar contact with the Company.

22.3 The Supplier shall not make (other than for the benefit of the Company) any record (whether on paper, computer memory, disc or otherwise) relating to any matter within the scope of the business of the Company or any Group Company or their customers and suppliers or concerning any of its or their dealings or affairs or (either during or after the Term) use or permit to be used any such records other than for the benefit of the Company or the relevant Group Company. It is agreed by the parties that all records (and copies of records) referred to in this clause 22.3 shall be the property of the Company or the relevant Group Company and shall be handed to the Company Contract Manager by the Supplier on the Termination Date or at the request of the Company Contract Manager at any time during the supply of Goods and Services.

22.4 During the supply of Goods and Services the Supplier shall not directly or indirectly publish any opinion, fact or material on any matter connected or relating to the business of the Company or any Group Company (whether confidential or not) without the prior written approval of the Company.

23. ANTI-BRIBERY COMPLIANCE

23.1 The Supplier shall:

- (a) comply with all applicable laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in place throughout the Term its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 23.1(b), and will enforce them where appropriate;
- (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement;
- (e) if requested during the Term, certify to the Company in writing signed by one of the Supplier's officers, compliance with this clause 23 by the Supplier and all persons associated with the Supplier under clause 23.2. The Supplier shall provide such supporting

evidence of compliance as the Company may reasonably request.

23.2 The Supplier shall ensure that any person associated with the Supplier who is providing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 23. The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to the Company for any breach by such persons of any of such terms.

23.3 Breach of this clause 23 shall be deemed to be an irremediable material breach.

23.4 For the purpose of this clause 23, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), and section 8 of that Act respectively. For the purposes of this clause 23 a person associated with the Supplier includes any of the Supplier's sub-contractors.

24. ANTI-SLAVERY

24.1 The Supplier will not engage in any Modern Slavery Practice.

24.2 The Supplier will:

(a) comply with the Anti-Slavery Policy and the Code of Conduct at all times and will procure that all of the Supplier's Persons and any other persons who perform services or supply goods for or on behalf of it in connection with the Order will comply with the same at all times;

(b) conduct proper and detailed checks on all the Supplier's Persons to ensure that they do not engage in any Modern Slavery Practice;

(c) provide the Company (at the Supplier's cost) with such assistance and information as it may require from time to time to enable the Company to:

(i) perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Company;

(ii) prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act and to include the matters referred to in section 54(5) of that Act;

(iii) identify any non-compliance with the Code of Conduct and/or the Anti-Slavery Policy and/or other codes or policies of the Harworth group of companies that relate to its supply chains or business partners; and

(iv) conduct due diligence and to measure the effectiveness of the steps the Company is taking or wishes to take to ensure that Modern Slavery Practices are not taking place in its business or supply chains;

(d) permit the Company, and any person nominated by it for this purpose to have such access on demand to the Supplier's premises, personnel, systems, books and records as the Company may require to verify the Supplier's compliance with this clause 24.

24.3 The Supplier warrants to the Company that its responses to the questions in the Company's due diligence questionnaire are complete and accurate.

24.4 The Supplier will immediately give written notice to the Company:

(a) upon a breach, or suspected breach, of any of its obligations referred to in clauses 24.1 or 24.2 occurring;

(b) upon becoming aware of a breach of its warranty set out in clause 24.3; and

(c) of any non-compliance by it or any of the Supplier's Persons with the Anti-Slavery Policy or the Code of Conduct, including a failure to meet any standard set out in the Code of Conduct.

The notice will set out full details of the breach or suspected breach or non-compliance.

24.5 The Company may terminate this Agreement and/or any other orders immediately by giving written notice to that effect to the Supplier if the Supplier is in breach of any of its obligations under clauses 21.1 or 21.2 or its warranty under clause **Error! Reference source not found.** The parties agree that a breach by the Supplier of any of its obligations or warranties under this clause 21 is a material breach of this Agreement, irrespective of the level of financial loss, deprivation of benefit or exposure to liability that such breach would or potentially would give rise to.

24.6 The Company will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to:

(a) remove from the performance of this Order any of the Supplier's Persons whom the Company believes to be engaging in any Modern Slavery Practice; or

(b) take such action as the Company requires to ensure that the Supplier fully complies with any Anti-Slavery Law, the Anti-Slavery Policy and the Code of Conduct.

25. ANTI-FACILITATION OF TAX EVASION

25.1 The Supplier shall:

(a) not engage in any activity, practice or conduct which would constitute either:

(b) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

(c) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

(d) comply with the Company's Anti-Facilitation of Tax Evasion Policy and any relevant industry code on facilitation of tax evasion in each case as the Company or the relevant industry body may update them from time to time;

(e) have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with Clause 25.1(a);

(f) promptly report to the Company any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017;

(g) if requested during the Term, certify to the Company in writing signed by one of the Supplier's officers, compliance with this clause 25 by the Supplier and all persons associated with the Supplier under clause 23.2. The Supplier shall provide such supporting evidence of compliance as the Company may reasonably request.

25.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services and providing Goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 25 (**Relevant Terms**). The Supplier shall be

responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.

25.3 Breach of this clause 25 shall be deemed a material breach under this Agreement.

25.4 For the purposes of clause 25, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

26. ASSIGNMENT AND SUB-CONTRACTING

26.1 The Supplier shall not assign nor otherwise transfer, nor sub-contract, any of the Supplier's rights or obligations under the Agreement (in whole or in part) without the Company's prior written consent, which shall not be unreasonably withheld.

26.2 If the Supplier sub-contracts any of its obligations under the Agreement, then the Supplier shall not be relieved from any liability or obligation whatsoever under the Agreement, and the Supplier shall remain liable and be fully responsible for the acts, omissions or defaults of any sub-contractor (and its employees) as if they were the acts, omissions or defaults of the Supplier.

26.3 The Company shall have the right to assign the benefit or novate the benefit and the burden of the Agreement in whole or in part to any third party provided always that in the case of any assignment the Company shall serve notice of the assignment upon the Supplier within ten Business Days of completing any such assignment. The Supplier agrees that it shall enter into an agreement in such form as the Company may reasonably require to effect the novation by the Company of any of the Company's obligations under the Agreement to a third party and to release the Company from its obligations and liabilities hereunder.

26.4 Each and every Group Company may, with the Company's prior written consent, enforce this Agreement where it is a party to an Order which is for the benefit of the Group Company as a third party beneficiary in accordance with the Contracts (Rights of Third Parties) Act 1999.

26.5 The Company may as agent and trustee for each Group Company, enforce on behalf of that Group Company any clause or term referred to in Clause 26.4 and/or recover any loss, damage or liability suffered by such Group Company in connection with a breach of any such clause or term.

27. NOTICES

27.1 All notices to be given to a party under this Agreement shall be in writing in English and shall be marked for the attention of the person, and delivered by hand or sent by first class pre-paid post to the address detailed in the Order. A party may change the details recorded for it in this clause by notice to the other in accordance with this clause 27.

27.2 A notice shall be treated as having been received: if delivered by hand between 9.00 am and 5.00 pm on a Business Day (**Business Hours**), when so delivered; and if delivered by hand outside Business Hours, at the next start of Business Hours; and if sent by first class post, at 9.00am on the Business Day after posting if posted on a Business Day, and at 9.00am on the third Business Day after posting if not posted on a Business Day.

27.3 Where the Supplier is required by the Company to comply with the terms of a policy or procedure of the

Company's, the Company shall be entitled to notify such policy or procedure to the Supplier by email or by way of a direction to a website.

28. FORCE MAJEURE

28.1 Neither party to the Agreement shall be deemed to be in breach of the Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Agreement to the extent (and solely for the duration) that the same is caused by reason of Force Majeure.

28.2 If a party is unable to perform any of its obligations under this Agreement by reason of Force Majeure then it shall give written notice to the other party, specifying the nature, extent and anticipated impact of the Force Majeure, immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure. The Company shall only be obliged to pay the Supplier for Goods actually delivered during the Force Majeure.

28.3 Immediately upon the cessation of the Force Majeure the party affected shall serve a notice informing the other party in writing that the Force Majeure has ceased. The party affected shall thereafter immediately resume full performance of its obligations under this Agreement save where the Company has terminated this Agreement in accordance with clause 28.4 below.

28.4 If pursuant to this clause 28, the Supplier is excused from the performance of any of the Supplier's obligations for a period exceeding 30 days, then the Company may (whether or not the Company has previously exercised its rights under clause 28), terminate this Agreement by giving written notice of termination to the Supplier.

29. GENERAL

29.1 Subject to clause 26.4, the parties do not intend that a person who is not a party to this Agreement shall have any rights to enforce any term of this Agreement by virtue of the Agreements (Rights of Third Parties) Act 1999. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

29.2 Each party shall, at the request and cost of the other party, do or procure the doing of all such further acts and execute or procure the valid execution of all such other documents as may from time to time be reasonably necessary to give full effect to this Agreement.

29.3 Except where an express provision of the Agreement states to the contrary, each and every obligation of a party under the Agreement is to be performed at that party's cost.

29.4 No failure to exercise, nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

29.5 Nothing in this Agreement is to be construed as establishing or implying any partnership or joint venture between the parties, or as appointing any party as the agent or employee of any other party.

29.6 If any provision of this Agreement is declared by a judicial or other competent authority to be wholly or partly void, voidable, illegal or otherwise unenforceable that provision shall be deemed to be severed from this Agreement and will not affect any

other provisions of this Agreement, which will remain in full force and effect, and enforceable to the fullest extent permitted by law. The parties will in good faith endeavour to agree to amend this Agreement to reflect as nearly as possible the spirit and intention behind the void, voidable, illegal or otherwise unenforceable provision but so that the amended provision complies with English law.

29.7 Subject to clause 17.1, this Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the parties in relation to such matters.

29.8 Subject to clause 17.1, each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy (whether in equity, contract, tort under the Misrepresentation Act 1967 or otherwise) in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement.

29.9 Save as expressly indicated otherwise, all rights, powers and remedies granted to the parties shall be cumulative and without prejudice to any other right, power or remedy available to the Company at law or otherwise and no single or partial exercise of any right, power or remedy shall restrict or prejudice any other or further exercise of it or the exercise of any other right, power or remedy available to the Company at law or otherwise.

29.10 No variation of the provisions of this Agreement shall be valid unless in writing signed by one of the Company's directors and a duly authorised representative on behalf of the Supplier.

29.11 The Agreement shall be governed by the laws of England and Wales and the parties agree that the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with the Agreement, save that nothing in this Agreement shall limit the Company's rights to take proceedings against the Supplier in any other court of competent jurisdiction, whether concurrently or not.